

# EXHIBIT A



6. Waawaatesi is wholly owned and operated by LDF Holdings, LLC.

7. LDF Holdings, LLC was formed and organized pursuant to Section 44a.201 of the LDF Ordinance, with the stated purpose of stimulating economic growth and jobs for tribal members by operating one or more tribal lending businesses.

8. LDF Holdings, LLC is wholly owned by the LDF Business Development Corporation. LDF Business Development Corporation was created by the Tribal Council of the Lac du Flambeau Band of Lake Superior Chippewa Indians Tribe, pursuant to their authority under Article VI Section 1(o) of the Tribal Constitution. The Lac du Flambeau Band of Lake Superior Chippewa Indians Tribe is the sole owner of the LDF Business Development Corporation.

8. Waawaatesi, LDF Holdings and LDF Business Development Corporation's principal place of business is located within the exterior boundaries of the Tribe's Reservation.

9. Plaintiff Justin Johnson took out a loan with Waawaatesi on or about August 24, 2021.

10. The loan was memorialized by a loan agreement that Mr. Johnson signed on August 24, 2021.

11. A true and accurate copy of the loan agreement memorializing Mr. Johnson's loan is attached hereto as **Exhibit 1**.

12. The loan agreement was electronically signed by Mr. Johnson.

13. The loan agreement contains an arbitration provision.

14. The loan agreement contains a class action waiver.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: July 21st, 2022.

DocuSigned by:  
*Racquel Bell*  
27071B2F2E1A4D1...

Racquel Bell



**Exhibit 1****CONSENT TO ELECTRONIC COMMUNICATIONS:**

You must consent to transact business with **Waawaatesi LLC d/b/a Greenline Loans** through electronic communications in order for us to process your loan request. The following terms and conditions govern electronic communications in connection with your loan request, Loan Agreement (if approved) and any communications regarding your account with us (the "Consent").

By electronically signing this Consent, you are confirming that you have agreed to the terms and conditions of the Consent and that you have downloaded or printed a copy of this Consent for your records.

You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, the Truth in Lending disclosures set forth in the Loan Agreement, Privacy Policy, fee and transaction information, statements, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our website <https://www.greenlineloans.com> or by sending it to you by email from us or any vendor/servicer contracted through us at any time.
- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, the Loan Agreement, this Consent, the Truth in Lending disclosures set forth in the Loan Agreement, Privacy Policy, fee and transaction information, statements, notices of adverse action, and transaction information (collectively, "Communications"), may be sent to you electronically by posting the information at our website <https://www.greenlineloans.com> or by sending it to you by email from us or any vendor/servicer contracted through us at any time.
- We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
- You may obtain a copy of any Communication by contacting us at [cs@greenlineloans.com](mailto:cs@greenlineloans.com) or by calling us at 1-877-596-1337. You can withdraw your consent to ongoing electronic communications in the same manner, and ask that Communications be sent to you in paper or non-electronic form. We will provide you with paper copies at no charge.
- You agree to provide us with your current email address for notices, which unless notified otherwise we assume is the email address indicated above. If your email address, telephone number(s), or residence address changes, you must send us a notice of the new address/telephone number(s) by sending us an email, using secure messaging, at least five (5) days before the change.
- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet.
- In order to access and retain electronic Communications, you will need the following computer or mobile device hardware and software:
  - a computer or mobile device with an Internet connection;
  - a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
  - a valid email address; and
  - A current version of a program that accurately reads and displays Portable Document Format or "PDF" files (such as Adobe® Reader®); and Either sufficient computer memory, an external storage device or the ability to store past communications
- We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.
- You agree that you are able to view and/or electronically store the information presented at this website. You also agree to print and retain a copy of this Consent for your records.

You are free to withdraw your Consent at any time and at no charge. If at any time you wish to withdraw your Consent, you can send us your written request by mail to 597 Peace Pipe Road P.O. Box 294, Lac du Flambeau, WI 54538 with the details of such request. If you decide to withdraw your Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

Signed by: *[Signature]*  
C926 3F55-CA-00332-KAH-TLV Document ID: 11-7 E169 0152155 Page 2 of 12

[I AGREE]

Date: 8/24/2021

**PLEASE REVIEW LOAN AGREEMENT CAREFULLY.**

**BY SIGNING, YOU ARE ENTERING INTO AN AGREEMENT GOVERNED BY THE LAWS OF THE LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS**

**INSTALLMENT LOAN AGREEMENT**

Application Date: 08/24/2021 Effective Date (you may get funds prior to this date): 08/26/2021	Loan No.: [REDACTED] Final Maturity Date: Thursday December 30, 2021
Waawaatesi LLC d/b/a Greenline Loans 597 Peace Pipe Road P.O. Box 294 Lac du Flambeau, WI 54538 Phone: 1-877-596-1337 Email Address: <a href="mailto:cs@greenline loans.com">cs@greenline loans.com</a>	Borrower Name: JUSTIN JOHNSON Borrower Address: [REDACTED] [REDACTED] Phone: [REDACTED] Cell Phone: [REDACTED] Email Address: [REDACTED]@gmail.com

In order to complete your transaction with us, you must electronically sign and date this Agreement. A loan will not be made until your completed application is received and approved by us. Once you sign and submit this Agreement, the final approval for credit will be made from our office located on the Tribe's Reservation. If your information cannot be verified by the Effective Date, your request for credit will not be approved, we will not fund the loan, and you will not incur any finance charge or fees. If we approve your request, this Agreement will be consummated on the Tribe's Reservation.

**TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after making all payments as scheduled.
777.85%	\$592.32	\$300.00	\$892.32

**Payment Schedule:** Your Payment Schedule will be:

Number of Payments	Payment Due	Payment Date
1	\$99.16	09/09/2021
1	\$99.16	09/23/2021
1	\$99.16	10/07/2021
1	\$99.16	10/21/2021
1	\$99.16	11/04/2021
1	\$99.16	11/18/2021
1	\$99.16	12/02/2021
1	\$99.16	12/16/2021
1	\$99.04	12/30/2021

**Security:** If you decide to authorize automatic payments from your bank account, then you are giving a security interest in the Payment Authorization.

**Late Charge:** If a payment is more than 10 days late, you may be charged \$10.00 per late scheduled payment.

**Prepayment:** If you prepay in full or in part, you will not have to pay a penalty.

See the terms of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

**Itemization of Amount Financed:** Amount given to you directly: \$300.00

Amount paid on account with us: \$0.00

**SPECIAL NOTICES:**

- THIS LOAN IS GOVERNED BY APPLICABLE TRIBAL AND U.S. FEDERAL LAW
- YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.
- YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.
- YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.
- NON-PROFIT CREDIT COUNSELING SERVICES MAY BE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.

**Definitions:** In this Installment Loan Agreement (the "Agreement") the words "you", "your" and "I" mean the borrower who has electronically signed it. The words "we," "us," "our," and "Lender" mean **Waawaatesi LLC d/b/a Greenline Loans**, an economic development arm of, instrumentality of, and a limited liability company wholly-owned and controlled by, the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe"), and any authorized representative, agent, independent contractor, affiliate or assignee we use in the provision of your loan. The term "business day" means any calendar day, other than a Saturday, Sunday or a bank or federal holiday, between the hours of 9AM and 5PM CST. **PLEASE NOTE: This Agreement is governed by the laws of the Tribe and applicable federal laws.**

**Approval and Obtaining Loan Proceeds:** In order to complete your transaction with us, you must electronically sign this Agreement by clicking the acknowledgement button below. We cannot commit to make a loan to you unless your completed application is approved by our underwriting department, located on the Tribe's Reservation. Once you sign and submit this Agreement to us, we will confirm your information and either approve or deny the loan request from our office located on tribal land. If approved, then we will use commercially reasonable efforts to initiate a credit entry of the loan proceeds into the Bank Account listed below on or before the Effective Date listed above. We will deposit the loan proceeds directly to your Bank Account via an ACH Credit, unless the proceeds of this loan are used to repay an existing obligation to us.

**Consent to Credit Loan Proceeds:** You hereby voluntarily authorize us, our successors or assigns, to initiate an automatic credit entry to your banking account: **Bank routing and transit number:** 061000227; **and Account Number:** XXXXXX8710 ("Bank Account"). You agree that we will initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. You also agree that if we credit any amount in error, we may debit the Bank Account to correct the error. If you revoke this authorization before we credit the loan proceeds, then we will not be able to deposit the loan proceeds into your Bank Account. We rely on the representations of you and other parties in determining the Effective Date. Despite our best efforts, unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, the untimely receipt of borrower verification details (if required), inadvertent processing errors, "acts of God", and/or "acts of terror" may extend the time for the deposit. If we are unable to verify your information by the Effective Date your loan request will not be approved, this agreement will not be consummated, we will not fund the loan, and you will not incur a finance charge or any fees.

**Promise to Pay:** You promise to pay Lender the principal sum of \$300.00 plus interest at a rate of 777.85% per year ("Contract Rate"). The daily rate of interest is the Contract Rate divided by 365. You agree to make payments on the dates and in the amounts shown in the Payment Schedule above, or as may be later modified ("Payment Due Dates") by agreement of the parties. You also promise to pay the Lender all other charges provided for under this Agreement.

**Interest:** Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date. Interest will accrue until you pay the unpaid principal balance in full. If a Loan is refinanced with a new loan from us, the effective date of the new loan is the date of the refinance. We calculate interest based on a 365-day year (unless otherwise required by state law). In calculating your payments, we have assumed you will make each payment on the day and in the amount due set forth in the Payment Scheduled. Late payments will increase interest owed while early payments will decrease interest owed. If any Payment Due Date falls on a non-banking business day, then you agree to pay on the next banking business day, and we will credit such payment as if it was received on the Payment Due Date. The amount of any decrease or increase in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. Time is of the essence. Interest will continue to accrue on past due amounts in accordance with this Agreement and as permitted by applicable Tribal law. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by applicable Tribal law for this Loan. If the amount collected is found to have exceeded the highest rate or charge allowed, Lender will refund an amount necessary to comply with the law.

Case 3:15-cv-00338-BVH-TLV Document 11-1 Filed 01/23/15 Page 1 of 12

**Partial Prepayment, and Prepayment in Full:** You may prepay us in part or in full at any time, without incurring an additional charge, fee, or penalty. To make arrangements for prepayment, you must contact us by email at [cs@greenlineloans.com](mailto:cs@greenlineloans.com) or phone at 1-877-596-1337. We will then communicate with you to arrange an authorization to debit funds from your bank account or make other arrangements for the prepayment. If you make a partial prepayment, then you are still obligated to make the regular scheduled payment unless the outstanding balance is less than the regular scheduled payment.

**Application of Payments.** We credit all payments received first to any charges and fees owing, then earned but unpaid interest, and finally to principal. Any late payments may extend the term of your loan.

**Right to Cancel:** YOU MAY CANCEL THIS LOAN, WITHOUT FINANCE CHARGES OR ANY COSTS, NO LATER THAN 3:00 PM CENTRAL TIME OF THE NEXT BANKING DAY IMMEDIATELY FOLLOWING THE EFFECTIVE DATE ("CANCELLATION DEADLINE") BY EMAILING [cs@greenlineloans.com](mailto:cs@greenlineloans.com). IN THE EVENT THAT WE TIMELY RECEIVE YOUR NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT **BEFORE** THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, BOTH YOUR PAYMENT OBLIGATIONS AND OUR FUNDING OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED. IN THE EVENT THAT WE TIMELY RECEIVE YOUR NOTICE OF CANCELLATION ON OR BEFORE THE CANCELLATION DEADLINE BUT **AFTER** THE LOAN PROCEEDS HAVE BEEN CREDITED TO YOUR BANK ACCOUNT, THEN YOU AUTHORIZE US TO EFFECT A DEBIT ENTRY TO YOUR BANK ACCOUNT FOR THE PRINCIPAL AMOUNT OF YOUR LOAN SUBJECT TO THE FOLLOWING: (1) IF WE RECEIVE THE PAYMENT OF THE PRINCIPAL AMOUNT BY THE DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT WILL BE CANCELED, OR (2) IF WE DO NOT RECEIVE PAYMENT OF THE PRINCIPAL AMOUNT OF YOUR LOAN BY DEBIT ENTRY TO YOUR BANK ACCOUNT, THEN THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

**Payment Methods:** You are required to make the payments for each installment period on or before the Payment Due Dates and if on the final scheduled Payment Due Date you still owe amounts under this Agreement you will pay those amounts in full on that date. You can select your preferred payment option below in the "Payment Method Option" section. If you elect to make your payments electronically, such as by automatic electronic debits (ACH or debit card), then your payments plus any fees due to us (if applicable) will be automatically initiated by us in accordance with this Agreement. PLEASE NOTE: If you revoke your Payment Authorization, then you are still obligated to pay the amounts owed as scheduled. If you elect to mail your payments by certified check or money order (i) all payments must be mailed to: P.O. Box 294, Lac du Flambeau, WI 54538 and (ii) payment must reach this address by 4:00 pm Central Time on or before the scheduled Payment Due Date. Please contact us at 1-877-596-1337 for other payment methods that may be available. Regardless of the payment method used, a payment must be received by us on or before the scheduled Payment Due Date.

**Verification:** You certify that the information given in connection with this Agreement is true and correct. You authorize us to verify all of the information that you gave us such as any past and/or present employment history, income and bank account details as may be necessary to process your application for a loan determine Payment Due Dates and administer your account with us. **You specifically authorize us to use information you provided us, including your social security number and/or bank account number, to verify information in your Bank Account through electronic or telephone-initiated bank records**. You also give us consent to obtain information about you from consumer reporting agencies or other sources. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for bankruptcy relief.

**Security Interest:** If you decide to authorize automatic payments from your bank account, then for federal law purposes only we have disclosed that you are giving a security interest in the Payment Authorization. The disclosure is not intended to create a security interest under Tribal law.

**Late Charge:** If a payment is more than 10 days late, you may be charged \$10.00 per late scheduled payment. The late charge may not be collected more than once for the same default.

**Returned Payment Charge:** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of **\$30.00**. You authorize us to initiate a one-time ACH debit to your Bank Account for any returned payment charge. Your returned payment may also cause your payment to be late which could result in your having to also pay a late charge.

C926 3:55-CA-00330-BAH-JLV DOCUMENT 11-7 E169 01152155 6906 8 01 72

**Default.** You will be in default if you fail to make a scheduled payment on or before the due date or if you fail to comply with any of the terms of this Agreement. If you default, then we may declare the entire outstanding principal balance plus all accrued and unpaid interest that you owe under this Agreement at once due and payable. Additionally, we may submit your name to a collection agency, and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

**Our Rights and Remedies.** By choosing any one or more of the remedies provided, we do not give up our right to use another remedy later. By deciding not to use any remedy if you are in default for a particular event, we do not give up our right to consider the same event a default if it happens again. We may delay or refrain from enforcing any of its rights without waiving those rights. We reserve all other rights under Tribal law.

**Consumer Reports:** You authorize us to obtain consumer reports about you in connection with your request for credit, and at any time that you owe us money under this or any Agreement.



**Report of Negative Credit Information:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected in your credit report.

**Assignment and Execution:** We may assign or transfer this Agreement or any of our rights hereunder. If this Agreement is consummated, then you agree that the electronically signed Agreement we receive from you will be considered the original executed Agreement, which is binding and enforceable as to both parties.

**Governing Law:** The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

**Sovereign Immunity and Preservation of Sovereign Immunity:** This Agreement and all related documents are being submitted by you to us as an economic development arm, instrumentality, and limited liability company of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe's sovereign immunity and the Tribe's immunity is fully preserved and is not waived either in whole or in part by this Agreement and the Tribe expressly maintains all rights, titles, privileges, and immunities, to which the Tribe is entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver of the Tribe's immunity is or can be made except by express written declaration of the Tribe's Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Agreement or your Disbursement and Payment Authorization. As set forth below, the Tribe expressly preserves its sovereign immunity and you may not assert any claims against the Tribe. As an economic development arm and instrumentality of the Tribe, we are entitled to sovereign immunity to the same extent as the Tribe. To encourage resolution of consumer complaints, a complaint may be submitted by you or on your behalf pursuant to the Dispute Resolution Procedure and Arbitration Provision below and the complaint is limited by the Dispute Resolution Procedure and Arbitration Provision.

#### DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION:

- **Dispute Resolution Procedure:** As an accommodation to consumers, we have established the following Dispute Resolution Procedure to receive, review, and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation shall direct his or her concerns in the first instance to our management, in writing at customerservice@ldfcallcenter.com or by mail at P.O. Box 231, Lac du Flambeau, WI 54538 A consumer's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumer's complaint and provide our initial determination as soon as is reasonably practicable. If the dispute is not resolved to your satisfaction, you and we agree that we shall arbitrate that dispute in accordance with the terms of the Arbitration Provision, described below.
- **Arbitration Provision:** PLEASE READ THE FOLLOWING CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS.

WE, AS A WHOLLY OWNED ECONOMIC DEVELOPMENT ARM, INSTRUMENTALITY, AND LIMITED LIABILITY COMPANY OF THE TRIBE, AND OUR DIRECTORS, OFFICERS, AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, ARE NOT SUBJECT TO SUIT IN ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT A WAIVER OF SOVEREIGN IMMUNITY. In order to resolve a dispute that we

cannot resolve to your satisfaction as set forth above, we consent to a limited waiver of sovereign immunity as expressly set forth below, which is expressly limited by the Arbitration Provision in this Agreement. This limited waiver is strictly limited to individual arbitration claims set forth below and judicial actions to enforce such individual arbitration awards as strictly limited herein.

Definitions: The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Dispute Resolution Procedure and Arbitration Provision ("this Provision"), the validity and scope of this Provision and any claim or attempt to set aside this Provision (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us (c) all counterclaims, cross claims and third-party claims (d) all common law claims, based upon contract, tort, fraud, or other intentional torts (e) all claims based upon a violation of any state or federal constitution, statute or regulation (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief (h) all claims asserted on your behalf by another person (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims") and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any nonpublic personal information about you.

Notice: Any party to a dispute, including you, us and/or related third parties, may send the other party(s) written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (1-800-778-7879; <http://www.adr.org>). However, the parties may mutually agree to select a different arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) calendar days. All parties to such dispute will be governed by the rules and procedures of the American Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (1-800-778-7879; <http://www.adr.org>).

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Governing Law set forth above, and the Federal Arbitration Act, 9 U.S.C. §§1-16 ("FAA") and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, unless you agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, the arbitrator shall award you reasonable attorneys' fees. If the arbitrator renders a decision or an award in your favor resolving the dispute then you will not be responsible for reimbursing us for your portion of the Arbitration Fees and we will reimburse you for any Arbitration Fees you have previously paid. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees and we are not entitled to an award of attorneys' fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having competent jurisdiction.

You and we expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between you and us, and continues in full force and effect, even if your obligations have been cancelled by prepayment, paid or discharged through bankruptcy. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. You hereby acknowledge and expressly agree to the following by executing this Agreement, submitting it to us, and accepting the loan proceeds without cancelling your Loan:

**YOU AGREE TO THE TERMS OF THIS ARBITRATION PROVISION AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**WAIVER OF JURY TRIAL: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.**

**CLASS-ACTION/REPRESENTATIVE WAIVER: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

By electronically signing this Agreement, you hereby acknowledge that you have read the Agreement in its entirety, that you have carefully reviewed all of the terms and provisions contained in this Agreement, that you fully understand and comprehend the meaning of each and every word, phrase and provision contained in this Agreement and that you hereby agree to abide by and be bound by all of the terms and provisions in this Agreement, including the terms and provisions of this Agreement dealing with the limited waiver of sovereign immunity and the ARBITRATION PROVISION.

**Account-Related Telephone and Text Communications:** By providing us with your mobile number, you consent to receiving calls and Text Messages pertaining to your loan, including but not limited to, payment information, account information, due dates, delinquencies, program updates relating to your loan, and collection efforts, at any phone number you have provided to us, our assignee(s), or anyone trying to collect the loan. You consent to calls and text messages using an automatic telephone dialing system or an artificial or prerecorded voice.

How To Unsubscribe: You may withdraw your consent to receive Text Messages by texting "STOP" to the message you receive, calling us at 1-877-596-1337 or emailing us at [cs@greenlineloans.com](mailto:cs@greenlineloans.com). You may withdraw your consent to receive telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice by calling us at 1-877-596-1337 or emailing us at [cs@greenlineloans.com](mailto:cs@greenlineloans.com). At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive calls or Text Messages. We will not impose any fee upon you to process the withdrawal of your consent to receive calls or Text Messages. Any withdrawal of your consent to receive calls or use Text Messages will be effective only after we have a reasonable period of time to process your withdrawal.

In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Message capable mobile phone; (2) an active mobile phone account with a communication service provider and (3) sufficient storage capacity on your mobile phone.

To request additional information, text "HELP" to the message you receive or contact us by telephone at 1-877-596-1337

The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging.

There is no service fee for Text Messages but you are responsible for all charges imposed by your communications service provider, such as fees associated with Text Messaging. Consult your mobile service carrier's pricing plan to determine the charges for sending and receiving Text Messages. These charges will appear on your phone bill. Message frequency depends on account settings.

You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend, and hold us harmless from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, or regulation or ordinance relating to Text Messages. Your obligation under this paragraph shall survive termination of this Agreement. You agree that Text Messages are provided for your convenience only.

Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. We will not be liable for losses or damages arising from any disclosure of account information to third parties, nondelivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Text Messages sent by us.

We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and without liability to you, any other user or third party.

**CONSENT TO RECEIVE MARKETING VIA CALLS AND/OR TEXT MESSAGING:**

☒ By clicking the box and signing the Agreement, you consent to our sending you Advertising and Telemarketing Text Messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice calls or texts.

Your mobile phone at [REDACTED]

You are not required to consent to Advertising or Telemarketing Text Messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive Advertising or Telemarketing Text Messages or marketing calls to the mobile number provided by calling us at 1-877-596-1337 or emailing us at [cs@greenlineloans.com](mailto:cs@greenlineloans.com).

You understand that any Advertising and Telemarketing Text Messages we send you may be accessed by anyone with access to your Text Messages and your mobile phone service provider may charge you fees for Advertising and Telemarketing Text Messages that we send you, and you agree that we shall have no liability for the cost of any Advertising and Telemarketing Text Messages.

**PAYMENT METHOD OPTIONS (select only one):**

**Option #1** ☒ **CONVENIENT ELECTRONIC DEBITS** – By checking this box, you agree to make your payments by automatic recurring electronic debits, in accordance with this authorization ("Payment Authorization").

**Only check this box and sign this Payment Authorization if you want to make your loan payments by automatic recurring electronic debits.**

**Bank Account.** By checking the box above and signing this Agreement, you voluntarily authorize us, and our successor and assigns, to initiate automatic electronic funds transfers by Debit Card entries (if provided) and/or Automated Clearinghouse debit entries ("ACH") as set forth below for scheduled payments in accordance with this Payment Authorization and your Payment Schedule (including as modified) from the following bank account (your "Bank Account"):

Bank Name: [REDACTED] Bank ABA routing number: [REDACTED] Bank Account number: [REDACTED]

Debit Card number (if provided): No Authorized Card

If you have provided us with a Debit Card, then you represent that the Debit Card is linked to your Bank Account.

**Debit Entries and Re-initiation:** You authorize us to initiate payments to be debited from your Bank Account on each payment due date or thereafter for the amount owed, or any lesser amount you owe under your Agreement with us. The funds may be debited by Debit Card or ACH as set forth below. You authorize us to re-initiate any debit entry up to two additional times (unless otherwise limited by applicable law) for the same amount if the debit entry is dishonored.

**Correction of Errors:** You also authorize us to make debits or credits to your Bank Account to correct any error we make in crediting or debiting funds.

**Payment Method Order:** We will always initiate debit entries first through ACH (if available). If funds are not collected or ACH is not available, then we will initiate debit entries for the same payment to the Debit Card. No more than three (3) debit entries will be submitted for each payment.

**Transfers of Varying Amounts:** You have the right to receive notice of all transfers varying in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring electronic debiting (in lieu of providing the notice of transfers in varying amount). The range of any debit will be in an amount up to the scheduled payment amount owed under the Agreement plus \$75. For any recurring debit entry outside of this specified range, we will send you a notice. Therefore, by agreeing to the terms of this Payment Authorization you choose to receive notice only when a recurring debit entry amount exceeds the range specified. You agree that the debit entries authorized herein are voluntary, and that the scheduled entries will recur at substantially regular intervals.

**Verification:** If there is any missing or erroneous information in or with your loan application regarding your Bank Account or Debit Card (if provided), then you authorize us to verify and correct such information.

**Revocation:** You may revoke this Payment Authorization or request a change to the timing of scheduled electronic debits by contacting us in writing at cs@greenlineloans.com, or by phone at 1-877-596-1337. You must contact us at least three (3) business days prior to when you wish to revoke the Payment Authorization. You acknowledge that your Payment Authorization will remain in effect until the earlier of the following occurs: (1) You pay in full or, (2) You revoke the Payment Authorization. If you revoke the Payment Authorization you are still responsible for making your payment and you must make arrangement with us to do so. If you revoke this Payment Authorization, such revocation will not adversely affect our decision to extend credit to you in the future.

You acknowledge that the debit entries you authorize comply with U.S. law.

**Optional EFT Authorization:** PLEASE NOTE - YOU ARE NOT REQUIRED TO SELECT THIS METHOD OF PAYMENT TO OBTAIN A LOAN FROM US. THIS PAYMENT AUTHORIZATION IS FOR YOUR CONVENIENCE IN MAKING PAYMENTS UNDER THE AGREEMENT. BY SELECTING THIS PAYMENT OPTION AND SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY CHOOSING TO PAY ELECTRONICALLY, AND YOU ARE CHOOSING ONLY TO RECEIVE NOTICE OF VARYING TRANSFERS WHEN A TRANSFER EXCEEDS THE RANGE SPECIFIED ABOVE.



**Option #2** ☐ **MAIL A CERTIFIED CHECK OR MONEY ORDER TO PAY** – By checking this box, you agree to make your payments by mailing a certified check or money order to Greenline Loans each time your payment is due.

If you choose to make your payments by certified check or money order, then you must ensure that we receive the certified check or money order on or before the Payment Due Date, in order for us to credit your payment on the Payment Due Date. Payments must be mailed to: Greenline Loans, P.O. Box 294 Lac du Flambeau, WI 54538.

**Privacy Policy:** By signing this Agreement, you acknowledge and agree to the Greenline Loans Privacy Policy as stated on our website or as contained below and further agree that you have reviewed and are in possession of a copy of the Privacy Policy.

**SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS**

BY ENTERING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL ITS TERMS INCLUDING BUT NOT LIMITED TO:

- TRIBAL LAW AND APPLICABLE U.S. FEDERAL LAW GOVERNS
- THE DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION
- THE CONSENT TO ELECTRONIC COMMUNICATIONS
- THE CONSENT TO RECEIVE MARKETING CALLS AND/OR TEXT MESSAGING (IF SELECTED)
- THE PAYMENT METHOD OPTIONS SELECTION

YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.

[I AGREE]

Date: 8/24/2021

*Handwritten signature: [Signature]*

FACTS WHAT DOES GREENLINE LOANS DO WITH YOUR PERSONAL INFORMATION?		
<b>Why?</b>	Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. This notice tells you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include, but is not limited to:</p> <ul style="list-style-type: none"> <li>· Social Security number and checking account information</li> <li>· Payment history and income</li> <li>· Employment information and wire transfer instructions</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason Greenline Loans chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Greenline Loans share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your credit worthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	Yes	Yes
<b>To limit our sharing</b>	<p>Call <a href="tel:1-877-596-1337">1-877-596-1337</a>, or Login to into your account at <a href="https://www.greenlineloans.com">https://www.greenlineloans.com</a>.</p> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
<b>Questions?</b>	Call <a href="tel:1-877-596-1337">1-877-596-1337</a> or go <a href="https://www.greenlineloans.com">https://www.greenlineloans.com</a>	
<b>Who we are</b>		

<b>Who is providing this notice?</b>	Greenline Loans is providing this privacy policy.
<b>What we do</b>	
<b>How does Greenline Loans protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings
<b>How does Greenline Loans collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>· Apply for a loan</li> <li>· Give us your income information</li> <li>· Tell us where to send the money</li> <li>· Provide account information</li> <li>· Provide employment information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>· sharing for affiliates' everyday business purposes-information about your credit worthiness</li> <li>· sharing for non-affiliates to market to you</li> <li>· affiliates from using your information to market to you</li> </ul> <p>Individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include other business entities of the Lac Du Flambeau Band of Chippewa Indians.
<b>Non-affiliate</b>	Companies not related by common ownership or control. They can be financial and non-financial companies.
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>· Greenline Loans does not jointly market.</li> </ul>

Case 3:25-cv-00330-BAH-JTA Document 11-1 Filed 01/15/25 Page 12 of 12